

David McClain

CERTIFICATE ENDORSEMENT

(Accelerated Benefit - Life Insurance)

Effective Date: The effective date of the Certificate to which this Endorsement is attached.

This Endorsement is attached to and made a part of each Certificate issued to an insured (active or retired employee, association member, or spouse of an eligible employee or member). The insured's group life insurance plan, other than any Dependent Term Life Insurance, is changed in each Certificate to add the following benefit:

ACCELERATED BENEFIT. The insurer will pay an accelerated benefit (hereafter called this benefit) when the insured is terminally ill, subject to all of the other terms and provisions shown below. This benefit will be paid one time only and in a single lump sum. It will be paid at the rate of 50% of the **SMALLER** of: (a) the face amount of insurance in force on the date of claim; or (b) the reduced face amount of insurance which would remain after an age or retirement reduction, if that reduction is due to apply within 12 months of claim. However, the benefit paid will not be less than \$8,000 or more than a total of \$250,000 under all group plans provided for the insured by the insurer.

The amount paid for this benefit: (1) may be used by the insured for any purpose; and (2) will be deducted from: (a) the in force face amount of insurance; and (b) any amount the insured would otherwise be entitled to convert to an individual whole life policy. Further reductions in the face amount, due to any later age or retirement provisions, will apply to the total amount of insurance which was in force prior to payment of this benefit.

The amount received under this benefit **MAY** be taxable as federal or state income, so the insured should consult his or her personal tax advisor prior to making claim. In addition, and because this benefit is an optional source of income, Medicaid rules **MAY** require the insured to claim and spend the maximum amount before he or she will be eligible for Medicaid benefits or other government assistance programs.

CONDITIONS. Payment of this benefit is subject to the following:

1. To the extent that any of the ownership and contractual rights under the group life insurance plan have been assigned to another person or entity, this benefit is not available to the insured or the assignee.
2. The insured must furnish satisfactory proof that he or she: (a) is terminally ill from an injury or sickness; and (b) has less than 12 months to live. Proof must include: (1) a written statement from his or her attending physician confirming the time left to live; (2) any other proof that is required; and (3) a second medical opinion, if requested, at the insurer's own expense.
The term "physician" means a medical doctor licensed in the U.S. who is: (a) operating within the scope of his or her license; (b) not the insured or a relative of that person; and (c) not an assignee with certificate ownership rights.
3. The Policy and Covered Employer's plan must be in force.
4. If the beneficiary and method of settlement for group life insurance has been changed to pay any portion of it in a single sum to a creditor, that creditor must approve payment.
5. If the insured resides in a state with community property laws, then his or her legally married spouse must approve payment when that spouse is not named as the beneficiary of the group life insurance.
6. The insured must submit to the insurer a properly completed Application for Accelerated Benefit - Life Insurance before payment will be made. If payment is to be made under more than one group life insurance plan, the insured must choose the plan or plans which will apply.
7. Payment may be elected only by an insured person and on a voluntary basis. That person shall not be required to claim this benefit by: (a) any creditors, whether in bankruptcy or otherwise; or (b) any governmental agency to obtain or keep a government benefit, or entitlement to that benefit, other than Medicaid.

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CERTIFICATE ENDORSEMENT (continued)

PREMIUMS. On the date of claim for this benefit, the Insured will then qualify for a Period of Total Disability of up to 12 months, unless a longer such period has already started under any regular waiver of premium provision of the group life plan. All premiums for the face amount of life insurance which remains after this benefit is paid will be waived for that period. The 12 months waiver will: (1) apply even if the group plan has no regular waiver of premium provision in effect; and (2) waive premiums on the full amount of life insurance for any dependent spouse or children, if the: (a) Insured is an employee or member; and (b) group plan also waives premium for those dependents. If the 12 months waiver is in effect but expires while the Insured is living, and the Insured does not then qualify for any other waiver benefit, the face amount of life insurance which remains may be continued with premium payments if he or she is: (1) an employee or member who rejoins an Eligible Class; or (2) a dependent spouse who sends written notice to the Insurer.

GENERAL PROVISIONS. Payment of this benefit is subject to the following:

1. The Insured will be charged a fee equal to 3% of the payment.
2. Payment will be made only once and in a lump sum. It will not affect any amount of: (a) Accidental Death and Dismemberment Insurance; or (b) Dependent Term Life Insurance. However, these coverages may terminate when an employee or member ceases to be Actively at Work.
3. If, after payment of this benefit, all or part of the Insured's group life insurance ceases due to a later age or retirement reduction, the amount lost may be converted to an individual life policy in accordance with the terms of the "Conversion Privilege".

All other terms of the Certificate remain unchanged.

THE UNION CENTRAL LIFE INSURANCE COMPANY

David F. Westrich

Secretary

Randy R. Pike

President

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EMPLOYEE TERM LIFE INSURANCE

DEATH BENEFIT

A death benefit will be paid as shown in Item (1) or (2) upon approval by the insurer of written proof of death. It will be paid as shown in the Beneficiary provision of the Policy.

- (1) **Death Benefit While an Insured Employee.** When an insured employee dies, the insurer will pay a death benefit. This benefit will be the amount of Employee Term Life Insurance in force on that person's life at the time of death.
- (2) **Death Benefit During the Conversion Period.** A death benefit will be paid if a person dies: (a) within 31 days after all or part of his or her Employee Term Life Insurance would otherwise have terminated; and (b) while entitled to apply for a conversion policy under the terms of the Conversion Privilege. The benefit will be the amount of Employee Term Life Insurance that could have been converted for that person.

DEATH BENEFIT CONTINUED DURING TOTAL DISABILITY

(Coverage Schedule shows if this benefit applies)

- (1) **Period of Total Disability.** A "period of total disability" starts on the first day of total disability. "Period of total disability" will have the following meaning shown in Option A, Option B or Option C. The Schedule of Benefits shows which option applies:

Option A

"Period of total disability" means a period of up to 12 consecutive months while the person is totally disabled if the disability starts while the person is both insured and under age 70. Any periods of total disability for the same or related cause will be considered to be the same period of total disability unless they are separated by the person's return to active, full-time employment with the Covered Employer for at least six consecutive months.

Option B

- (1) If total disability starts while the person is under age 80, "period of total disability" means the entire period while the person is totally disabled.
- (2) If total disability starts while the person is at least 80 but under age 85, "period of total disability" means a period of up to 12 consecutive months while the person is totally disabled. Any periods of total disability for the same or related cause will be considered to be the same period of total disability unless they are separated by the person's return to active, full-time employment with the Covered Employer for at least six months.

Option C

If total disability starts while the person is under age 80, "period of total disability" means the entire period while the person is totally disabled.

- (2) **Qualifying for Continued Insurance During Total Disability.** Employee Term Life Insurance will continue in force during a period of total disability if:
 - (a) the person ceases to be in an Eligible Class;
 - (b) the disability starts while the person is insured and under the qualifying age shown in Item (1) above;
 - (c) the disability has been continuous for at least six months; and
 - (d) the insurer approves the person as being totally disabled.
- (3) **Premium for Continued Insurance.** Premiums due for the insurance being continued under Option A or Option B above will be waived from the date the person becomes totally disabled. Premiums due for the insurance being continued under Option C will apply to the same extent they would if the person was both insured and not totally disabled.
- (4) **Amount of Insurance Continued During Total Disability.** The amount of insurance that will be continued is shown in the COVERAGE SCHEDULE.
- (5) **Notice and Proof of Total Disability.** Written notice and the first proof of total disability must be received by the insurer at its Home Office within 12 months from the start of the period of total disability. Written proof of total disability after the first must be received by the insurer at its Home Office within 90 days of the date of request.

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EMPLOYEE TERM LIFE INSURANCE (continued)**DEATH BENEFIT CONTINUED DURING TOTAL DISABILITY (continued)**

(Coverage Schedule shows if this benefit applies)

(5) Notice and Proof of Total Disability. (continued)

Proof of total disability must be given as often as the insurer deems reasonably necessary; however, after the first two years of total disability, proof will not be required more than once a year. As part of this proof, the insurer, at its expense, may require that a person be examined. This examination will be made by physicians approved by the insurer. Charges of a physician for other than this exam will not be the responsibility of the insurer.

Failure to give any notice or proof within the time required will not invalidate a claim if the notice and proof were given as soon as was reasonably possible, but in no event later than 12 months from the time that:

- (a) the notice or first written proof is required; or
- (b) written proof after the first is requested.

(6) Death Benefit While Totally Disabled. When a person dies while life insurance is being continued during a period of total disability, the insurer will pay a death benefit. Further, a death benefit will be paid if a person dies before giving satisfactory written notice and proof of disability if that disability:

- (a) began while the person was both insured and under age 65; and
- (b) had been continuous until death; and
- (c) began within 12 months prior to the date of death.

In this case, the insurer must receive within one year from the date of death: (i) satisfactory written notice and proof of items (a), (b), and (c); and (ii) written proof of death.

(7) When Insurance Being Continued Terminates. Termination of the Policy or of the Covered Employer's Plan of Benefits will not stop the continued insurance under Options A and B. However, such termination will stop continued insurance under Option C. The continued insurance under all three options will stop at the end of a period of disability, or if earlier, on the date the disabled person:

- (a) ceases to be totally disabled;
- (b) fails to give written proof of continued total disability within the time required in item (5) above.

Unless the person again becomes an insured person, he or she may exercise the Conversion Privilege. This Privilege will apply as if the person had ceased to be in the Eligible Classes from the date the continued insurance stops.

(8) Effect of Conversion on This Continuance. Coverage under a policy issued under the Conversion Privilege will be in place of this continued insurance. For the continued insurance to apply, the conversion policy must be surrendered without claim. In that case, all premium for that policy will be refunded. The beneficiary named in the conversion policy, if different from the last one named under the Policy prior to conversion, will be treated as a beneficiary change under the Policy.**CONVERSION PRIVILEGE****(1) When the Conversion Privilege Applies.** The conversion privilege is allowed when the Employee Term Life Insurance reduces or ceases as described in item (A) or (B).

(A) An employee may convert all or part of the amount of insurance that ceases due to: (i) provisions of the COVERAGE SCHEDULE; or (ii) loss of eligibility. However, no conversion is allowed for life insurance which ceases solely due to nonpayment of contributions.

(B) An employee may convert all or part of the amount of insurance that ceases due to: (i) termination of this Policy; (ii) amendment of the Policy to terminate the employee's Eligible Class; or (iii) amendment of the Policy to reduce the amount of insurance in an employee's Eligible Class. This amount is reduced by any new life insurance amount for which the person becomes eligible under another group policy issued within 31 days of termination under the Policy.

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EMPLOYEE TERM LIFE INSURANCE (continued)

CONVERSION PRIVILEGE (continued)

- (2) **Conversion Policy Available.** A conversion policy will be any type of individual life insurance policy, other than term life insurance, then being issued by the insurer. However, term life insurance may be an initial part of a conversion policy for a period of no more than one year. The conversion policy will not include accidental death, disability or other supplementary benefits. It will be issued without evidence of insurability.
- (3) **Effecting a Conversion Policy.** A conversion policy will take effect at the end of 31 days after insurance termination. To convert, a person must submit the following to the insurer within that 31-day period:
 - (a) Written application.
 - (b) The first premium payment.
- (4) **Conversion Policy Premium Rate.** The premiums for the conversion policy will be at: (a) the insurer's usual rate for its type and amount; (b) the person's class of risk; and (c) the person's age nearest birthday as of its effective date.

EMPLOYEE* ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(Coverage Schedule shows if this benefit applies)

BENEFIT PAYABLE

- (1) When an employee* has a Covered Loss, the Insurer will pay a benefit as shown in the TABLE OF LOSSES below.
- (2) The "Principal Sum Amount" is the amount shown in the COVERAGE SCHEDULE for the employee's class.
- (3) These benefits are payable in accordance with the Claim Provisions of the Policy.

COVERED LOSS

"Covered Loss" means a loss shown in the TABLE OF LOSSES that meets all of the following:

- (1) The Covered Loss results directly from an injury and must be free from all other causes. This injury must be caused by an accident that occurs while the employee* is insured for this benefit.
- (2) The Covered Loss must occur no later than 90 days after the date of the accident.
- (3) The Covered Loss must not be excluded under the LIMITATIONS shown in this benefit.
- (4) As to loss of life: The injury must be evidenced by a visible bruise or wound on the body. However, this does not apply to drowning or to internal injuries revealed by an autopsy.
- (5) As to loss of a hand or foot: There must be actual severance at or above the wrist or ankle joint.
- (6) As to loss of sight of an eye: There must be total and irrevocable loss of sight.

TABLE OF LOSSES

In the Event of Loss of:	The Benefit Will Be:
Life	The Principal Sum Amount
Both hands or feet	The Principal Sum Amount
Sight of both eyes	The Principal Sum Amount
One hand and one foot	The Principal Sum Amount
One hand and sight of one eye	The Principal Sum Amount
One foot and sight of one eye	The Principal Sum Amount
One hand	One Half of The Principal Sum Amount
One foot	One Half of The Principal Sum Amount
Sight of one eye	One Half of The Principal Sum Amount

Not more than the Principal Sum Amount is payable for all Covered Losses of an employee incurred in any one accident.

LIMITATIONS

A loss that is directly or indirectly a result of one of the following is not a Covered Loss even though it was caused by an accidental bodily injury.

- (1) A disease or infirmity of the mind or body.
- (2) Poisonous or bacterial infections, except pus-forming infections that result from injury which these LIMITATIONS do not exclude.
- (3) Medical or surgical treatment, except where it is both: (i) treatment of an injury that meets the tests of a Covered Loss; and (ii) treatment performed within 90 days after the injury.
- (4) Insurrection; an act of war, declared or undeclared.

* Includes the covered spouse if the Coverage Schedule shows AD&D applicable to the spouse.

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EMPLOYEE* ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(continued)

(Coverage Schedule shows if this benefit applies)

LIMITATIONS (continued)

- (5) Unlawful participation in a riot.
- (6) An attempt to commit, or committing, an assault or felony by the employee.
- (7) Intentionally self-inflicted injury.
- (8) Suicide or attempted suicide.
- (9) Riding in or descending from any kind of aircraft:
 - (a) as a pilot, crew member or passenger on any kind of aircraft operated by or for the armed forces. A crew member is anyone who has duties at any time on the flight involving either the flight or the aircraft; or
 - (b) as a participant in aviation training; or
 - (c) as a participant in a sporting event or hobby.
- (10) Intentionally taking a narcotic that is not part of a professional medical treatment plan.

* Includes the covered spouse if the Coverage Schedule shows AD&D applicable to the spouse.

DEPENDENT TERM LIFE INSURANCE

(Coverage Schedule shows if this benefit applies)

DEATH BENEFIT

The insurer will pay a death benefit as shown in item (1) or (2) upon receipt of proof of death. It will be paid to the employee if living at the time of payment; otherwise, it will be paid to the employee's estate.

- (1) **Death Benefit While the Dependent is Covered.** When a person who is covered as a dependent dies, the insurer will pay a death benefit. This benefit will be the amount of Dependent Term Life Insurance in force on that person's life at time of death.
- (2) **Death Benefit During the Conversion Period.** A death benefit will be paid if the dependent dies: (a) within 31 days after all or part of the Dependent Term Life Insurance for the dependent would otherwise have terminated; and (b) while entitled to apply for a conversion policy under the terms of the Conversion Privilege. The death benefit will be the amount of Dependent Term Life Insurance that could have been converted for the dependent.

CONVERSION PRIVILEGE

- (1) **When the Conversion Privilege Applies.** This conversion privilege is allowed for the Dependent Term Life Insurance that ceases as described in item (A) or (B).
 - (A) A dependent may convert all or part of the amount of insurance that ceases due to: (i) provisions of the COVERAGE SCHEDULE; or (ii) loss of eligibility. However, no conversion is allowed for life insurance which stops solely due to nonpayment of contributions.
 - (B) A dependent may convert all or part of the amount of insurance that ceases due to: (i) termination of the Policy; or (ii) amendment of the Policy to terminate the Dependent Term Life Insurance under the employee's Eligible Class. This amount is reduced by any new dependent life insurance for which the employee becomes eligible under another group policy issued within 31 days of termination under the Policy.
- (2) **Type of Conversion Policy Available.** A conversion policy will be one of the kinds of individual life insurance policies, other than term insurance, then being issued by the insurer. However, term life insurance may be an initial part of a conversion policy for a period of no more than one year. The conversion policy will not include accidental death, disability or other supplementary benefits. It will be issued without evidence of insurability.
- (3) **Effecting a Conversion Privilege.** A conversion policy will take effect at the end of 31 days after insurance termination. To convert, a dependent must submit the following to the insurer within that 31-day period:
 - (a) Written application.
 - (b) The first premium payment.
- (4) **Conversion Policy Premium Rate.** The premiums for the conversion policy will be at (a) the insurer's usual rate for its type and amount; (b) the dependent's class of risk; and (c) the dependent's age nearest birthday as of its effective date.

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WEEKLY INCOME BENEFITS

(Coverage Schedule shows if this benefit applies)

WHEN THIS BENEFIT APPLIES

This benefit applies when an insured employee has a total disability that:

- (1) starts while the employee is covered for this benefit;
- (2) is being continuously treated by a physician; and
- (3) is not the result of injury or sickness that, in either case, arises out of work for wage or profit. This does not pertain to a category of persons that is not eligible to apply for coverage under Workers' Compensation or a like law.

This benefit does not include any injury or sickness that is due to a declared or undeclared act of war.

BENEFIT PAYMENT

Benefits will be paid for a total disability:

- (1) up to the Weekly Benefit Limit shown in the Coverage Schedule;
- (2) from the day of the disability on which benefits are due to start; and
- (3) for the Maximum Period Payable for a period of total disability shown in the Coverage Schedule. A "period of total disability" is defined under General Definitions.

The employee may be entitled to periodic cash payments under the Federal Social Security Act for the same total disability. If so, the Weekly Income Benefits will be reduced by those cash payments made for the same period of time. The Weekly Income Benefits will not be further reduced by a future cost-of-living increase in those cash payments. "Cash payments" include those for both primary and family benefits.

An employee's coverage under the Policy may cease while he or she is totally disabled. In that case, and for that total disability only, payment under this benefit will continue as if the employee's coverage was still in force under the Policy.

EMPLOYEE INSURANCE PROVISIONS

Active Work Requirement for Employees

"Active work" and "new coverage" are defined in GENERAL DEFINITIONS. An employee must be at active work for any new coverage to take effect.

The new coverage will be deferred if, on the date that it is due to take effect, the employee is not at active work. In this case, the new coverage will not take effect until the first day that the active employee:

- (1) is at active work; and
- (2) meets all other requirements needed to effect the coverage.

The employee will be considered at active work on a regular scheduled nonworking day if the employee:

- (1) is not then disabled and could have been engaged in active work had it been a work day; and
- (2) was engaged in active work on the last preceding regular work day.

Termination of Employee Insurance. A person's Employee Insurance will terminate on the earliest of:

- (1) the date the Policy is terminated; or
- (2) the date the person's employer ceases to be a Covered Employer; or
- (3) the date the person's Eligible Class is eliminated; or
- (4) the date that a person ceases to be in one of the Eligible Classes (see "Continuation During Periods of Disability, Leave of Absence, Layoff or Part-time Employment"); or
- (5) for contributory coverage only: the end of the period for which a premium charge has been paid if the next premium charge is not paid when due;

except that other terms of the Policy might grant the person the right to extend all or part of the coverage under the Policy. Also, further terms may grant the person the right to convert coverage to an individual policy upon termination.

Continuation During Periods of Disability, Leave of Absence, Layoff or Part-time Employment. A person may remain in the Eligible Class for a limited time if active, full-time work ceases due to: (a) disability; (b) leave of absence; (c) layoff; or (d) change to a part-time status. However, this continuance will end on the earliest of the following times:

- (1) The date that the person's continuance in the Eligible Class is ended by the Policyholder or the Covered Employer. The date must be set in a way that all employees are treated the same.
- (2) For disability only: the end of the 12-calendar-month period that next follows the month in which that person last worked as an active, full-time employee.
- (3) For leave of absence, layoff or change to part-time status: the end of the six-calendar-month period that next follows the month in which that person last worked as an active, full-time employee.

While a person is being continued in an Eligible Class as shown in the preceding paragraph, insurance benefits:

- (1) will be based on the benefits of that person's Eligible Class on the last day of active, full-time work; and
- (2) are subject to the reductions in benefits of that person's Eligible Class.

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DEPENDENT INSURANCE PROVISIONS (continued)

(Coverage Schedule shows if this benefit applies)

Enrollment Requirements (continued)

- (1) **Timely Enrollment**—The enrollment is timely if the form is: (a) completed and signed by the employee; and (b) received by the authorized representative of the insurer no later than 31 days after the employee becomes eligible for the coverage.
- (2) **Late Enrollment**—An enrollment is late if: (a) it is not made on a "timely basis" as shown in "Timely Enrollment;" (b) is a reenrollment for coverage that had ceased due to the employee's not paying the required premium contribution.

In the case of late enrollment, the employee will have to meet the Evidence of Insurability Requirement to be insured.

Effective Date of Coverage Changes

The effective date of increases in benefit amounts is subject to the Deferral Rule. The effective date of decreases is not subject to the Deferral Rule.

A dependent will be covered for a change in the amount of an in-force benefit as follows:

- (1) **Benefit Change Due to Change in Age.** The change takes effect on the date of the age change.
- (2) **Benefit Change Due to Change in Employee's Benefit Amount.** The change takes effect on the same day as the change in the employee's personal coverage.

Adding Dependents

A new dependent may be added under an employee's Dependent Insurance from time to time. The effective date of the new dependent's coverage is subject to the Deferral Rule.

A new dependent's coverage will take effect on the first day that:

- (1) the person is a dependent; and
- (2) the Enrollment Requirements for Contributory Coverage above are met.

Termination of an Employee's Dependent Insurance

Dependent Insurance of an employee will terminate on the earliest of:

- (1) the date of the employee's death; or
- (2) the date that the Employee Insurance of an employee terminates; or
- (3) the date Dependent Insurance benefits are discontinued under the Policy; or
- (4) the date the employee's class changes to one that does not provide Dependent Insurance benefits; or
- (5) for contributory coverage only: the end of the last period for which a premium charge has been paid if the next premium charge is not paid when due.

Loss of Dependent Status

Dependent Insurance will cease for a person on the date that he or she is no longer a dependent.

For a child who is over 18 years of age, ceasing full-time attendance at school (see the definition of Dependent) will mean that the child is no longer a dependent under the plan. In that case, coverage will cease at the end of the month that follows the final day of the last completed school term. The child may again become a dependent under the plan as of the date that he or she: (a) meets all of the requirements for being a dependent; and (b) satisfies the Evidence of Insurability Requirement.

Conversion Option

Further terms of the Policy may grant a dependent the right to convert coverage to an individual policy upon termination.

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POLICY PROVISIONS

BENEFICIARY

- (1) **Naming and Changing a Beneficiary.** Subject to the Assignment provision, an employee has the right to name or change a beneficiary. However, at no time may a Covered Employer be a beneficiary. The designation must be made in written form that is acceptable to the insurer. It will take effect on the date signed.
- (2) **Absence of Beneficiary Designation.** When the beneficiary designation does not show otherwise, these rules will apply:
 - (a) Two or more named beneficiaries will share equally in the proceeds. If one of them dies before the employee, the share he or she would have received will be paid equally to the remaining beneficiaries.
 - (b) If there is no surviving named beneficiary, the proceeds will be paid to:
 - The employee's surviving spouse, if any.
 - If there is no spouse: To the employee's surviving children, in equal shares.
 - If there is no spouse or child: To the employee's surviving parents, in equal shares.
 - If there is no spouse, child or parent: To the employee's surviving brothers and sisters, in equal shares.
 - If none of the above survives: To the employee's estate.

ASSIGNMENT BY THE EMPLOYEE

- (1) An employee may assign his or her rights to insurance subject to the following rules. The assignment:
 - (a) must be made in writing on a form that is approved by the insurer;
 - (b) must be an absolute assignment that transfers all rights under the Policy, except those of an irrevocably named beneficiary; and
 - (c) may be made to one or more of the following relatives of the employee: (i) spouse; (ii) children; (iii) parents; (iv) brothers; or (v) sisters. It may also be made to the trustee of a trust for one or more of those relatives.
- (2) The insurer is not responsible for the validity or results of the assignment.

PAYMENT OPTIONS

- (1) Payment options may be elected for loss of life or dismemberment benefits in place of one sum payment. The options that are available are those offered by the insurer at the time of election. There are two basic types of payment options: (i) interest bearing; and (ii) short- and long-term annuities. A complete list of options will be supplied upon request.
- (2) Elections must be written in a form approved by the insurer and received at its Home Office. The person who has the right to name a beneficiary may elect the payment option. That election may not be revoked after the employee's death. However, a beneficiary may elect the payment option after the employee's death if no option was elected before that time.
- (3) The payee must be a natural person who takes the benefit in his or her own right.
- (4) Interest will accumulate on a benefit from the date of loss until (i) payment of the loss is made in one sum; or (ii) a payment option election is made. The interest rate will be at the rate currently paid under interest type options, but never less than 3% compounded each year.

EMPLOYEE STATEMENTS

All statements made by the insured employee in the absence of fraud are representations and not warranties. A statement made by the insured employee may be used to contest entitlement to insurance only if: (i) it is part of a written application; (ii) a copy of the application has been given to that person; and (iii) the insurance for which the statement was made has been in effect for less than two years.

POLICY PROVISIONS (continued)

SPENDTHRIFT CLAUSE

To the extent allowed by law, no benefit of the Policy is subject to the claim or legal process of a creditor of an insured employee or a beneficiary.

CERTIFICATES

The Policyholder will deliver a certificate to each insured employee. This certificate will state the essential features of the employee's insurance. The certificate will not alter the liability of the insurer as stated in the Policy.

INSPECTION OF THE POLICY

A copy of the Policy is at the office of the Policyholder. It is available for inspection by covered persons during regular business hours.

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CLAIM PROVISIONS

THESE CLAIM PROVISIONS DO NOT APPLY TO LIFE INSURANCE BENEFITS.

NOTICE

Notice must be given to the insurer within 90 days of the start of a loss. If it is not reasonably possible to give notice within that time, the claim may not be declined or reduced due to the delay.

FORMS

Claim forms are to be used for filing proofs of loss. They will be supplied to the person making claim within 15 days of notice of loss.

If claim forms are not supplied within this 15-day period, a claimant may submit proofs of loss as follows: (1) in writing; (2) setting forth the occurrence, character and extent of the loss; and (3) within 90 days.

PROOFS OF LOSS

Proofs of loss that satisfy the insurer must be given within 90 days after the following:

- (1) When the benefit provides for payment at different intervals: The end of the period for which the insurer is liable for coverage.
- (2) When the benefit provides for payment of charges incurred during a calendar year: The end of the calendar year.
- (3) In any other instance: The date of loss.

However, the claim will not be declined or reduced if: (a) it is not reasonably possible to give proof in that time; and (b) the proof is submitted within one year from the date of loss. This one-year period will not apply when the employee is not legally capable of submitting proof. All proofs of loss must be satisfactory to the insurer.

PAYMENT OF CLAIM

Claim Payment for Loss of Life. A claim for loss of life will be paid under the Beneficiary provisions of the Policy.

Claim Payment for Other Than Loss of Life. Claim payments for all other benefits are payable to the employee. However, the insurer has the right to pay all or part of the benefits due to the provider of care. This is true whether or not the employee is alive. When a claim is paid to the provider: (1) the insurer must not have prior written notice that a charge has been paid in full; (2) the amount paid will not be more than what is then, to the insurer's best knowledge, the unpaid part of that charge; and (3) the insurer has the right to require any facts it needs to verify a charge.

A claim may be unpaid at an employee's death. If the insurer does not pay that claim to the provider of care, it will be paid to the employee's estate. The following applies if a benefit is payable to either: (1) the employee's estate; or (2) an employee who is not legally capable of accepting it.

All or part of the benefits can be paid to any of the following relatives that the insurer determines to be equitably entitled to it: (a) spouse; (b) children; (c) parents; (d) brothers; or (e) sisters.

Any payment, made in good faith, fully discharges the insurer to the extent of the payment.

TIME OF CLAIM PAYMENT

Claims for Total Disability. Claims for total disability will be paid as of the dates required. Amounts unpaid at termination will be paid upon approval of the insurer of written proofs of loss.

Claims for Other Than Total Disability. Claims for other than total disability will be paid upon approval of the insurer of written proofs of loss.

CLAIM PROVISIONS (continued)

THESE CLAIM PROVISIONS DO NOT APPLY TO LIFE INSURANCE BENEFITS.

PHYSICAL EXAMINATION AND AUTOPSY

The insurer, at its expense, has the right to examine a person as often as reasonably necessary while claim is pending. The insurer, at its expense, may require an autopsy unless prohibited by law.

LEGAL ACTIONS

No legal action may be brought to recover under the Policy:

- (1) within 90 days after written proofs of loss have been furnished as required; or
- (2) after three years from the time written proofs of loss are required to be furnished.

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GENERAL DEFINITIONS

ACTIVE, FULL-TIME EMPLOYEE

An "active employee" performs all of the duties of his or her job with the Covered Employer. This job may be at either: (1) the Covered Employer's normal place of employment; or (2) at some other place to which the regular business operations of the Covered Employer require that person to go.

To be "full-time," an employee must be: (1) scheduled to work for the Covered Employer at least 30 hours each week; and (2) on the regular payroll of the Covered Employer for that work.

ACTIVE WORK AND ACTIVELY AT WORK

"Active work" is work performed as an active employee. "Actively at work" means being engaged at active work.

DEPENDENT

(This definition applies when Dependent Term Life is a part of the plan.)

A dependent is any one of the following members of the employee's family:

- (1) The Employee's spouse, if not legally separated from the employee; and
- (2) Each unmarried child from birth until the date the child reaches 19 years of age. However, the age limit is raised to under 24 years if: (i) the child is enrolled and in full-time attendance at an accredited school or college; and (ii) depends on the employee for the major part of his or her support. For the Policy, an employee's children will include his or her natural or adopted children. Children will also include any other child who: (a) depends on the employee for the major part of his or her support; and (b) lives with the employee in a regular parent-child relationship.

A dependent will not include any of these persons: (a) a dependent child who is eligible for Employee Insurance; (b) entitled to any extended coverage under the Policy by reason of having been an employee of a Covered Employer; or (c) on active duty in the armed forces of any country.

If both husband and wife are employees, their children will be covered as dependents of the husband or wife, but not of both.

INJURY

A person's accidental bodily injury.

NEW COVERAGE

"New coverage" is either: (1) a newly acquired benefit under the Policy; or (2) an increase in the amount of an in-force benefit.

PERIOD OF TOTAL DISABILITY

(Does not apply to Employee Term Life Insurance.)

This is the period of time that a person is totally disabled. New periods due to the same or related causes must be separated by return to active work for at least two weeks in a row. Periods due to different causes must be separated by return to active work for at least one day.

PHYSICIAN

A person who is: (1) a licensed practitioner of the healing arts; and (2) acting within the scope of that license.

SICKNESS

A person's illness, disease or pregnancy.

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GENERAL DEFINITIONS (continued)

TOTAL DISABILITY AND TOTALLY DISABLED

"Total disability" and being "totally disabled" refer to disability caused by an injury or sickness that disables a person to the following extent:

- (1) For the first two continuous years of disability: The person must be unable to perform the substantial duties of his or her occupation.
- (2) After two continuous years of disability: The person must be unable to perform the duties of any occupation and, in fact, not be engaged in gainful employment. For this item, "any occupation" means one for which the person is qualified by education, training or experience.

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INFORMATION REGARDING THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

Appeal of Claim Denial

- A. If a covered person's claim is denied in whole or in part, a written explanation will be sent to the Insured or Beneficiary (for a death benefit) giving detailed reasons for the denial, specific reference to policy provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim, an explanation of why such material or information is necessary, and an explanation of the claim appeal procedure.
- B. If the Insured or Beneficiary is not satisfied, or does not agree, with the reasons for claim denial, appeal of the decision may be made to The Union Central Life Insurance Company, P.O. Box 40686, Cincinnati, Ohio 45240. This is the insurer which provides claims administration for benefits under the Group Policy or Employer Number shown in the Coverage Schedule of the Insured's Certificate.
- C. The appeal must be in writing and can be made by the Insured, the Beneficiary, or the duly authorized representative of either. It must set out the reasons for the appeal and dissatisfaction or disagreement with the claim denial. Any evidence of documentation in support of the person's position should be submitted with the written appeal. Upon written request, the Insured or Beneficiary may review pertinent documents that pertain to the claim and its denial.
- D. An appeal by the Insured or Beneficiary must be made within 60 days of the date the claim denial letter is received from the insurer.
- E. The insurer will promptly review both the claim and appeal. It will advise the Insured or Beneficiary of its decision in writing, giving specific references to pertinent policy provisions. The decision will be sent to the Insured or Beneficiary not later than 60 days after receipt of the written appeal, unless special circumstances require an extension of time for processing the appeal, obtaining more information, or conducting an investigation of the facts. In no event will the decision be sent more than 120 days after receipt of the written appeal.

The person or entity administering the plan provisions of the Policy is a fiduciary and has full and complete authority, responsibility, discretion, and control over plan administration. This includes, but is not limited to, the authority to:

1. construe and interpret the plan provisions;
2. determine all questions of eligibility for plan participation and for payment of benefits;
3. determine the amount of any plan benefits payable, and authorize and direct the payment of those benefits;
4. carry out the provisions of the plan by applying its rules and regulations uniformly to all plan participants in similar circumstances;
5. provide plan participants, government agencies, and other appropriate parties, with such returns, reports, schedules, and individual statements as are required by law, and within any prescribed time limits; and
6. do all other acts which are reasonably required to administer the plan in accordance with its provisions, or which are required by law.

ERISA Plan - Group Certificate

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The Union Central
Insurance Company

1876 Waycross Road
PO Box 40888
Cincinnati, Ohio 45240
(513) 595 2200

UnionCentral

Group Benefits

July 7, 1998

DAVID E MCCLAIN
12 FLORICAN LANE
GOSHEN NY 10924

G 306123-1
Our Lady of Mercy
Medical Center
Ct. 209-34-0641

*See attached
individual
02249
K5*

Dear Mr. McClain:

This is to notify you that your disability claim for continuation of your Group Life Insurance, ~~without premium payments, in the amount of \$120,000.00~~, has been approved as of July 7, 1997.

Your Group Life Insurance coverage will be continued in accordance with the Master Group Policy provisions for as long as you remain totally disabled and submit the necessary proofs as periodically requested by us.

Under the age reduction provision, your coverage will reduce 50% at age 70 leaving coverage of \$60,000.00. This reduction will take place on the ~~policy anniversary~~ *→ birthday* following your birthday on June 1, 2016. *→ 6/28/2016* In the event your disability is continuous through this date, you will have a grace period of 31 days following this date in which you may convert the amount of the reduction to an Individual Insurance contract. This provision is in accordance with the conversion privilege contained in the Master Group Policy. We suggest that you keep this letter with your Group Insurance Certificate as a reminder of this conversion privilege. If you wish to exercise this conversion privilege, please contact our Group Service Division, P. O. Box 40888, Cincinnati, Ohio 45240.

We will periodically send disability proofs to you for completion by you and your Attending Physician. This periodic review is in accordance with the provisions of the Master Group Policy.

The continuation of Group Life Insurance, as outlined in the first paragraph of this letter, does not apply to Accidental Death and Dismemberment Benefits available under the Master Group Policy. This benefit is not extended to you by reason of your disability.

Should there be any change in your disability status, we ask that you immediately notify us. In order that we may provide the necessary service to you, we also ask that you immediately notify us of any change of address.

Page 2
David E. McClain
July 7, 1998

If you have any questions about your insurance, please contact this office.

Sincerely,

Kim Sterwerf, ALHC, ACS
Claims Specialist
Group Claims Division

CC: 755-0
334-25748
Grace Giancamilli
Lisa Parrett
Cathy Gill

AFFIDAVIT OF SERVICE

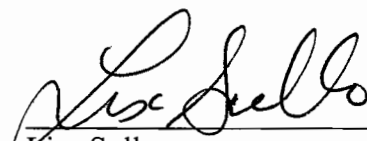
STATE OF NEW YORK)
) SS. :
COUNTY OF NASSAU)

I, Lisa Sullo being sworn, say:

I am not a party to the action, am over 18 years of age and reside in West Babylon, New York.

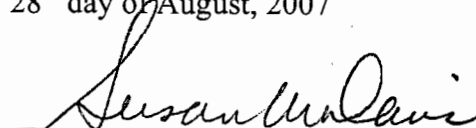
On August 28, 2007, I served the within **Affidavit of Carol Schweitzer in Support of Defendant's Motion to Dismiss**, by depositing a true copy thereof, enclosed in a wrapper addressed as shown below, into the custody of Federal Express for overnight delivery, prior to the latest time designated by that service for overnight delivery.

Evan M. Foulke, Esq.
FOULKE LAW OFFICES
Attorneys for Plaintiff
1997 Route 17M
Goshen, New York 10924



Lisa Sullo

Sworn to before me this
28th day of August, 2007



Notary Public

SUSAN M. DAVIES
Notary Public, State of New York
No. 01DA6129334
Qualified in Suffolk County
Commission Expires June 20, 2009